

AGENDA
BIGGS UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
BOARD ROOM – 300 B Street
September 1, 2021
6:30 p.m. Closed Session
7:00 p.m. Estimated Open Session

District LCAP Goals

- ❖ Goal 1 – Biggs Unified will provide conditions of learning that will develop College and Career Ready students. Priority 1, 2 and 7.
- ❖ Goal 2 – Biggs Unified will plan programs, develop plans, and provide data from assessments that will maximize pupil outcomes. Priority 4 and 8.
- ❖ Goal 3 – Biggs Unified will promote students engagement and a school culture conducive to learning. Priority 3, 5 and 6.

OPEN SESSION

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES**

Pgs. 3-7 A. August 4, 2021 Regular Board Minutes

CLOSED SESSION

- 1. Public Employment Appointment of Personnel as listed under “Personnel Action” below; Pursuant to Government Code Section 54957**
- 2. Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957**
- 3. Public Employee Performance Evaluation of Classified, Certificated, Classified Confidential, Management and Superintendent; Pursuant to Government Code Section 54957**
- 4. Litigation; Pursuant to Government Code Section 54956.9**
- 5. Instructions to Board Negotiators, Superintendent and Board Member; Pursuant to Government Code Section 54957.6(a)**

If Closed Session is not completed before 7:00 p.m., it will resume immediately following the open session/regular meeting.

RECONVENE TO OPEN SESSION

- 1. ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION**
- 2. PARENT ASSOCIATIONS REPORTS**
- 3. CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) and BIGGS UNIFIED TEACHERS ASSOCIATION (BUTA) REPORTS**
- 4. PUBLIC HEARING**

Pgs. 8-10 A. To allow public input on the Resolution regarding Sufficiency of Instructional Materials for 2021/2022

5. PUBLIC COMMENT

Anyone wishing to address the Board on items on or off the agenda may do so at this time. No action may be taken on items that are not listed as Action Items. Comments are limited to 3-5 minutes and 20 minutes each subject matter.

6. REPORTS (Pursuant to the Brown Act: Gov. Code 854950 et.seq. - Reports are limited to announcements or brief descriptions of individual activities)

- A. ELEMENTARY SCHOOL PRINCIPAL'S REPORT:
- B. HIGH SCHOOL PRINCIPAL'S REPORT:
- C. M/O/T, FOOD SERVICE AND SUPERINTENDENT REPORT:
- D. BOARD MEMBER REPORTS:

7. CONSENT AGENDA

All matters listed under the Consent Agenda are routine and will be acted upon by one motion and vote. If an item needs further clarification and/or discussion, it may be removed from the Consent portion of the agenda and then be acted upon as a separate item.

- Pg. 11 A. Inter-district Agreement Request(s) for the 2021 – 2022 school year
- Pgs. 12-27 B. Approve PO Vendor Report from June 12 through August 25, 2021
- Pgs. 28-37 C. Approve E-rate Management Services Agreement with E-rate Advisors for 2021-2022

8. ACTION ITEMS

- A. Adopt Resolution 2021/2022 #1 – Resolution Regarding Sufficiency of Instructional Materials as they relate to the Instructional Materials Funding Realignment Program (IMFRP)

- B. Approve Amendments to Adopted 2021 LCAP – **UNDER SEPARATE COVER**

BCOE reviewed the District's LCAP and found a few sections that needed to be amended or clarified. The changes have been made and the document is now being presented for approval. The Superintendent recommends approval.

- C. Approve Independent Study related curriculum for K – 12 grades using the Acellus platform for the 2021-22 school year.

Education Code requires local school district governing boards to approve all textbook/online purchases for students, and to annually approve those utilized for Independent Study students. The Superintendent recommends approval.

9. PERSONNEL ACTION

- A. Approve hiring of Hokulani Wickard as a walk-on football coach for the 2021/2022 season
- B. Accept resignation of Javier Solis as Head Varsity Baseball Coach for the 2021/2022 season.
- C. Accept retirement of Sharron Deniz as Bus/Lt. Maint./Cust./Cook effective September 3rd, 2021

10. INFORMATION ITEMS

11. FUTURE ITEMS FOR DISCUSSION

12. ADJOURNMENT

Notice to the Public: Please contact the Superintendent's Office at 868-1281 ext. 8100 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

Minutes
BIGGS UNIFIED SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
August 4, 2021

OPEN SESSION

CALL TO ORDER – President Phillips called the meeting to order at 6:34 p.m.

ROLL CALL - Board members present: Jonna Phillips, Linda Brown and America Navarro were present. Dennis Slusser and Kathryn Sheppard were not present.

PLEDGE OF ALLEGIANCE – President Phillips lead the Pledge of Allegiance.

APPROVAL OF AGENDA

The Board approved the agenda with changes / additions. Remove Item 7C – Approve field trip for football program to play at Coral Academy of Science in Reno, NV on September 10 or 11. Add Personnel Action Item 8L – Accept resignation of Danelle Holt as elementary teacher at BES effective 7/29/21 and Add Personnel Action Item 8M – Approve hiring Ashley Odekirk as a Intern teacher at BES effective 8/9/21. MSCU (Brown/Navarro) 3/0/2

Slusser – Absent Navarro – Aye Brown – Aye Sheppard – Absent Phillips – Aye

APPROVAL OF MINUTES

The Board approved the minutes from the June 9, 2021 Regular Board meeting and the June 23, 2021 Special Board meeting as written. MSCU (Navarro/Brown) 3/0/2

Slusser – Absent Navarro – Aye Brown – Aye Sheppard – Absent Phillips – Aye

The Board adjourned into Closed Session at 6:35 pm

CLOSED SESSION

1. **Public Employment Appointment of Personnel as listed under “Personnel Action” below; Pursuant to Government Code Section 54957**
2. **Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957**
3. **Public Employee Performance Evaluation of Classified, Certificated, Classified Confidential, Management and Superintendent; Pursuant to Government Code Section 54957**
4. **Instructions to Board Negotiators, Superintendent and Board Member; Pursuant to Government Code Section 54957.6(a)**
5. **Litigation; Pursuant to Government Code Sections 54956.9**

Closed Session was adjourned at 7:01 pm and reconvened to Open Session.

Staff Present: Doug Kaelin, Superintendent; LaQuita Ulrich, Elementary School Principal; Tyler Rutledge, High School Principal and Donna Cyr, Admin. Assist. & HR Director

ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION – President Phillips announced no action was taken in Closed Session. Changes were made to the agenda - Remove Item 7C – Approve field trip for football program to play at Coral Academy of Science in Reno, NV on September 10 or 11. Add Personnel Action Item 8L – Accept resignation of Danelle Holt

as elementary teacher at BES effective 7/29/21 and Add Personnel Action Item 8M – Approve hiring Ashley Odekirk as a Intern teacher at BES effective 8/9/21.

PARENT ASSOCIATIONS REPORTS – Nothing reported.

CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA) and BIGGS UNIFIED TEACHERS ASSOCIATION (BUTA) REPORTS - No report for CSEA or BUTA.

PUBLIC COMMENT:

Sharleta Bassett, Biggs, spoke on not mandating masks or vaccine requirements for students. We need to be more concerned with the wellbeing of our students.

Sandi Moffett, Biggs, spoke on not wanting masks for students. She feels that the government cannot mandate masks.

Tom Bassett, Biggs, spoke on a letter his granddaughter received from her school regarding sexual orientation questions and preferred pronouns from students.

REPORTS:

ELEMENTARY SCHOOL PRINCIPAL’S REPORT:

Principal Ulrich gave the report:

- New hires/positions for the year:
Fazila Afzal - Counselor
Hollie Byers – 1st grade
Aaron Bayless – 2nd grade
Nich Grubiss – RSP 3rd – 5th grades
Ashley Odekirk – 2nd grade
Hokulani Wickard – Instructional Aide
Jessica Jensen – Instructional Aide
Ashley Nelson – Instrucitonal Aide
Beth Chavez – 7th grade teacher
Joelene Gilman – Independent Study
Renee Personius – Intervention
- Trainer Heidi Koski will be coming in and working with / supporting new teachers
- Having staff professional development – Heather Thompson, Sutter County will be working with all teachers.

HIGH SCHOOL PRINCIPAL’S REPORT:

Principal Rutledge gave the report:

- Prepping for the start of school year, registration is now open – All-Call went home this morning and welcome back letter will be sent out Thurs., August 5th and 9th grade orientation will be August 10th
- Fall sports are in full swing with Volleyball, Cheer and Football. Season to start soon. Stadium camera is now functional – will be able to livestream on NFHS network
- New hires for the year are:
Michaela Haemmig – English teacher
Esmeralda Esquivel – Spanish teacher
Christine Ryan - Attendance Secretary
Loretta Long - Student Services Coordinator
- Name changes at the HS – Casey Smith is Casey Morch; Anne Romena is Anne Lair and Tanisha Norvell also got married.
- Teacher prep days are mapped out for next week – Google Classroom training is planned with BCOE
- NSCIF Conference at Pleasant Valley HS. The big focus this year is sportsmanship.

Board member Dennis Slusser arrived at 7:47 pm

M/O/T/, FOOD SERVICE and SUPERINTENDENT'S REPORT:

Superintendent Kaelin gave the report:

- Getting everything done and finalizing cleanup of grounds and sites.
- Annual DOT audit is Friday, Aug. 13th
- It will be either Thanksgiving or Christmas break when counters are replaced in the HS Science Lab
- Looking into approval / waiver for removing the old building in Richvale.
- The new meal program doesn't have any restrictions this year. Regular breakfast & lunch.
- Working on LCAP. LCAP review had a couple minor changes – will need to come back in Sept.
- FPM review in February 2022.
- Board policy for Independent Study and been revised and there will be a new process.
- Annual Welcome Back breakfast is on Wed., August 10th
- A new State guideline on masks just came out.

BOARD MEMBER REPORTS: Nothing from the Board

CONSENT AGENDA

The Board approved the Consent Agenda Items A. MSCU (Navarro/Slusser) 4/0/1

Slusser – Aye Navarro – Aye Brown – Aye Sheppard – Absent Phillips – Aye

A. Inter-district Agreement Request(s) for the 2021 – 2022 school year

ACTION ITEMS

The Board approved Action Items A, B & D. MSCU (Slusser/Navarro) 4/0/1

Slusser – Aye Navarro – Aye Brown – Aye Sheppard – Absent Phillips – Aye

- A. Approve Revision or Adjustment to 2021-2022 Original Budget of \$60,000 for Transportation.
- B. Approve 2021/24 CCAP Partnership Agreement and 2021/22 CCAP Appendix between Biggs High School and Butte College
- C. ~~Approve field trip for football program to play at Coral Academy of Science in Reno, NV on September 10th or 11th – (TBD)~~ **REMOVED Game will be played in Biggs on 9/11/2021**
- D. Adopt the Following New or Updated Board Policies (BP), Admin. Regulations (AR) and Exhibits (E):
AR 1312.3 - Community Relations – Uniform Complaint Procedures - update
BP 1313 - Community Relations – Civility – added
BP/AR 3511.1 – Business and Noninstructional Operations – Integrated Waste Management - added
BP/AR 3515.31 – Business and Noninstructional Operations – School Resource Officers – added
BP/AR 4112.42/4212.42/4312.42- Personnel – Drug and Alcohol Testing for School Bus Drivers - update
BP 4141/4241 - Personnel – Collective Bargaining Agreement - update
BP/AR 4158/4258/4358 - Personnel – Employee Security - update
BP/AR 5141.4 – Students – Child Abuse Prevention and Reporting – added
BP/AR 5141.52 – Students – Suicide Prevention – updated
BP/AR 5142.2 – Students – Safe Routes to School Program - added
BP 5145.12 – Students – Search and Seizure - updated
BP 5145.9 – Students – Hate-Motivated Behavior - updated
BP 6142.5 - Instruction – Environmental Education – added
AR 6162.51 – Instruction – State Academic Achievement Tests – update
BP 6157 – Instruction – Distance Learning - delete
BP/AR 7211 – Facilities – Developer Fees – updated
BP/AR 6158 – Instruction – Independent Study - added

PERSONNEL ACTION

The Board approved Personnel Action Items A – M. MSCU (Slusser/Navarro) 4/0/1

Slusser – Aye Navarro – Aye Brown – Aye Sheppard – Absent Phillips – Aye

- A. Approve Agriculture Teacher Extended Year Agreement with Stephen Boyes
- B. Approve Agriculture Teacher Extended Year Agreement with Tanisha Norvell
- C. Accept resignation of Beth Chavez as Instructional Aide at Biggs Elementary effective July 1, 2021
- D. Approve hiring Jonathan Smith as walk-on football coach for the 2021/2022 season
- E. Accept resignation of Javier Solis as CJSF Advisor for 2021/2022 school year
- F. Approve hiring Dawn Robinson as CJSF Advisor for the 2021/2022 school year
- G. Approve hiring Jessica Evans as HS Cheer coach for the 2021/2022 season
- H. Approve hiring Hollie Byers as a teacher at Biggs Elementary for the 2021/2022 school year
- I. Approve hiring Nicholas Grubiss as a RSP Special Ed teacher at Biggs Elementary for the 2021/2022 school year
- J. Approve hiring Hoku-Lani Wickard as a 5.25/hr. Instructional Aide at Biggs Elementary for the 2021/2022 school year.
- K. Approve hiring Wilbur Bowers, Vanessa Stewart and Charles Tracy as Substitute Teachers starting the 2021/2022 school year
- L. Accept resignation of Danelle Holt as elementary teacher at BES effective 07/29/21 ADD**
- M. Approve hiring Ashley Odekirk as an Intern Teacher at BES effective 08/09/21 ADD**

INFORMATION ITEMS

- A. LCAP Update – Updated under Superintendents report.
- B. Quarterly Williams Uniform Complaint Report – No complaints were filed with any school in the district during the last quarter.

FUTURE ITEMS FOR DISCUSSION - NONE

The Board adjourned into Closed Session at 8:06 pm

CLOSED SESSION

1. Public Employment Appointment of Personnel as listed under “Personnel Action” below; Pursuant to Government Code Section 54957
2. Classified, Certificated, Classified Confidential, and Management Personnel Discipline, Dismissal and/or Release; Pursuant to Government Code Section 54957
3. Public Employee Performance Evaluation of Classified, Certificated, Classified Confidential, Management and Superintendent; Pursuant to Government Code Section 54957
4. Litigation; Pursuant to Government Code Section 54956.9
5. Instructions to Board Negotiators, Superintendent and Board Member; Pursuant to Government Code Section 54957.6(a)

Closed Session was adjourned at 8:21 p.m.

OPEN SESSION – President Phillips called the meeting to order at 8:23 p.m.

ROLL CALL - Dennis Slusser, Linda Brown, Jonna Phillips and America Navarro

ANNOUNCEMENT OF ACTIONS TAKEN IN CLOSED SESSION –President Phillips announced action was taken during closed session. President Phillips read statement regarding initial position on current guidance of mask. s(See attached). This will be posted on District webpage and all sites webpages. The Board also approved a one time off the salary schedule bonus for Certificated and Classified employees. Employees working seven hours a day or more will received \$2000 minus any federal or state withholdings and employees working less that seven hours a day will receive \$1000 minus any federal or state withholdings.

ADJOURNMENT – 8:27 p.m.

MINUTES APPROVED AND ADOPTED:

Presiding President

Date

Distribution: Board of Trustees, Superintendent, Elementary School Principal, Financial Officer/Administrative Advisor, BUTA and CSEA Presidents, Student Representative, Student Government Class, Gridley Herald, District Office and Schools for Posting, and Official Record.

BIGGS UNIFIED SCHOOL DISTRICT

September 1, 2021

Item Number: 4A

Item Title: Approve Resolution Regarding Sufficiency of Instructional Materials as they relate to the Instructional Materials Funding Realignment Program (IMFRP)

Presenter: Lorelle Mudd, CBO

Attachments: Resolution Regarding Sufficiency of Instructional Materials

Item Type: Consent Agenda Action Report Work Session Public Hearing

Background/Comments:

District, charter school and county office of education local governing boards are required to hold an annual public hearing and adopt a resolution stating whether each pupil in the district or charter school has, or will have prior to the end of that year, sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the State Board of Education. The resolution attached complies with *Education Code* Section 60119 and *California Code of Regulations, Title 5, Section 9531(c)*.

Fiscal Impact:

There is no fiscal impact. The resolution notes that the requirements of Education Code relating to sufficient instructional materials for all students has been met.

Recommendation:

The Administration recommends the board approve the resolution regarding the sufficiency of instructional materials.

RESOLUTION 2021/22 #01
BY THE BOARD OF TRUSTEES
OF THE BIGGS UNIFIED SCHOOL DISTRICT

Resolution Regarding Sufficiency of

Instructional Materials for 2021-2022

WHEREAS, the governing board of Biggs Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 1, 2021 at 7:00 o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, consistent with the cycles and content of the curriculum frameworks, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2021-2022 school year, Biggs Unified School District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED this 1th day of September, 2021 in a regular meeting of the Board of Trustees of Biggs Unified School District by the following vote:

AYES:

NOES:

ABSENT:

Signed: _____
 Jonna Phillips - President

BIGGS UNIFIED SCHOOL DISTRICT

Meeting Date: September 1, 2021

Item Number: 7A
Item Title: Inter-district Agreement Request(s)
Presenter: Doug Kaelin, Superintendent & Donna Cyr, Admin. Assistant/HR Officer
Attachment: None
Item Type: Consent Agenda Action Report Work Session Other:

Background/Comments:

We have received the following interdistrict transfer requests. After reviewing each one with Board Policy and Administration Regulations 5117, we make the following recommendations.

<u>2021-2022 School Year</u>	<u>From:</u>	<u>To:</u>	<u>Action</u>	<u>New/Ongoing:</u>
1. (5 th grade)	Biggs	Gridley	Release	New
2. (Kinder.)	Biggs	Gridley	Release	New
3. (11 th grade)	Biggs	Gridley	Denied	New
4. (9 th grade)	Gridley	Biggs	Accept	Ongoing
5. (5 th grade)	Gridley	Biggs	Accept	Ongoing
6. (2 nd grade)	Biggs	Gridley	Release	New
7. (3 rd grade)	Biggs	Chico	Release	New
8. (3 rd grade)	Biggs	Chico	Release	New
9. (6 th grade)	Oroville	Biggs	Accept	Ongoing
10. (10 th grade)	Biggs	Gridley	Release	Ongoing
11. (10 th grade)	Biggs	Gridley	Release	Ongoing
12. (12 th grade)	Yuba City	Biggs	Accept	New
13. (5 th grade)	Yuba City	Biggs	Accept	New
14. (2 nd grade)	Live Oak	Biggs	Accept	Ongoing
15. (4 th grade)	Live Oak	Biggs	Accept	Ongoing
16. (Kinder.)	Biggs	Gridley	Denied	New
17. (9 th grade)	Biggs	Gridley	Denied	New
18. (12 th grade)	Biggs	Chico	Release	New
19. (10 th grade)	Biggs	Gridley	Release	Ongoing
20. (9 th grade)	Biggs	Gridley	Release	New
21. (7 th grade)	Thermalito	Biggs	Accept	New
22. (11 th grade)	Gridley	Biggs	Accept	New
23. (4 th grade)	Gridley	Biggs	Accept	New
24. (8 th grade)	Biggs	Manzanita	Release	Ongoing
25. (1 st grade)	Gridley	Biggs	Accept	Ongoing
26. (3 rd grade)	Gridley	Biggs	Accept	Ongoing
27. (9 th grade)	Biggs	Gridley	Release	Ongoing
28. (7 th grade)	Palermo	Biggs	Accept	New
29. (9 th grade)	Biggs	Gridley	Release	New
30. (12 th grade)	Biggs	Esperanza	Release	New
31. (6 th grade)	Gridley	Biggs	Accept	Ongoing

Fiscal Impact: We will have a loss of ADA for those outgoing transfer requests and an increase of ADA for those incoming transfer requests.

Recommendation: The Superintendent recommends action as indicated.

BIGGS UNIFIED SCHOOL DISTRICT

Meeting Date: September 1, 2021

Item Number: 7B
Item Title: Approve AP Vendor Check Register and Purchase Order Listing
Presenter: Moneek Graves, Fiscal Assistant
Attachment: AP Vendor Check Register & Purchase Order Listing for
June 21, 2021 through August 25, 2021
Item Type: Consent Agenda Action Report Work Session Other

Background/Comments:

The AP Vendor Check Register and Purchase Order totals are as attached.

Fiscal Impact:

As indicated.

Recommendation:

Approve.

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-205014	759.58 Printed	01		A Z Bus Sales Inc (100057/4)
3005-205015	47.00 Printed	01		PACIFIC STORAGE COMPANY AMERICAN MOBILE SHREDDING (100075/1)
3005-205016	45.00 Printed	01		BUCKMASTER OFFICE SOLUTIONS (100112/1)
3005-205017	2,989.38 Printed	01		CDW GOVERNMENT INC (100151/1)
3005-205018	144.00 Printed	01		CHICO RENT-A-FENCE (100158/1)
3005-205019	9,276.82 Printed	01		CITY OF BIGGS (100164/1)
3005-205020	14,878.99 Printed	13		DANIELSEN COMPANY (100182/1)
3005-205021	2,863.41 Printed	01		DAVE NIEMEYER (100738/1)
3005-205022	450.00 Printed	01		FAIRHILL CONSTRUCTION (100214/1)
3005-205023	433.34 Printed	01		HARSHBARGER ACE HARDWARE (100250/1)
3005-205024	1,166.50 Printed	13		HYLEN DISTRIBUTING (100268/1)
3005-205025	364.44 Printed	01		J C NELSON SUPPLY CO (100275/1)
3005-205026	4,269.17 Printed	01		LAKEVIEW PETROLEUM CO. (100304/2)
3005-205027	62.70 Printed	01		Lincoln Aquatics (100312/2)
3005-205028	1,090.16 Printed	01		MACS MARKET (100318/1)
3005-205029	560.00 Printed	01		MJB SALES & SERVICE (100336/1)
3005-205030	719.80 Printed	01		OFFICE DEPOT (100358/1)
3005-205031	1,682.89 Printed	01		PG&E (100369/1)
3005-205032	135.68 Printed	01		Pitney Bowes Inc (100371/2)
3005-205033	1,831.31 Printed	13		PRO PACIFIC FRESH (100376/1)
3005-205034	87.00 Printed	01		RIGHT WAY PEST CONTROL (100393/1)

43,857.17 21 Totals for Register 000331

2021 FUND-OBJ Expense Summary / Register 000331

01-3701	2,863.41
01-4300	7,123.40
01-4303	4,269.17
01-5502	9,276.82
01-5503	1,682.89
01-5606	45.00
01-5800	497.00
01-5808	87.00
01-5901	135.68

2021 FUND-OBJ Expense Summary / Register 000331 (continued)

01-9110*		25,980.37-
Totals for Fund 01	25,980.37	25,980.37-
13-4300	3,189.56	
13-4700	14,687.24	
13-9110*		17,876.80-
Totals for Fund 13	17,876.80	17,876.80-
Totals for Register 000331	43,857.17	43,857.17-

* denotes System Generated entry

Net Change to Cash 9110

43,857.17- Credit

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-205035	153.10 Printed	01		Mudd, Lorelle L (001392 - Emp)
3005-205036	421.43 Printed	01		AT&T (100086/1)
3005-205037	219.84 Printed	01		BUTTE AUTO PARTS (100115/1)
3005-205038	1,603.57 Printed	13		DANIELSEN COMPANY (100182/1)
3005-205039	247.50 Printed	25		JACK SCHREDER & ASSOCIATES INC (100276/1)
3005-205040	967.13 Printed	01		LAKEVIEW PETROLEUM CO. (100304/2)

3,612.57 Number of Items 6 Totals for Register 000332

2021 FUND-OBJ Expense Summary / Register 000332	
01-4300	219.84
01-4303	967.13
01-5200	153.10
01-5900	421.43
01-9110*	1,761.50-
Totals for Fund 01	1,761.50
13-4700	1,603.57
13-9110*	1,603.57-
Totals for Fund 13	1,603.57
25-5800	247.50
25-9110*	247.50-
Totals for Fund 25	247.50
Totals for Register 000332	3,612.57

* denotes System Generated entry

Net Change to Cash 9110 3,612.57- Credit

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-205041	928.91 Printed	01		HARSHBARGER ACE HARDWARE (100250/1)

928.91 Number of Items 1 Totals for Register 000333

2021 FUND-OBJ Expense Summary / Register 000333	
01-4300	928.91
01-9110*	928.91-
Totals for Register 000333	928.91

* denotes System Generated entry

Net Change to Cash 9110

928.91- Credit

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-205042	32.06 Printed	01		GOLD COUNTRY BANK CARD SERVICE CENTER (100235/1)

32.06	Number of Items	1	Totals for Register 000334
2021 FUND-OBJ Expense Summary / Register 000334			
	01-4300		32.06
	01-9110*		32.06-
Totals for Register 000334			32.06

* denotes System Generated entry

Net Change to Cash 9110

32.06- Credit

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-206362	141.29 Printed	01		A Z Bus Sales Inc (100057/4)
3005-206363	18.00 Printed	01		ALHAMBRA SIERRA SPRINGS (100070/1)
3005-206364	81.00 Printed	01		CA STATE DEPT OF JUSTICE ACCOUNTING OFFICE (100132/1)
3005-206365	112.61 Printed	01		CDW GOVERNMENT INC (100151/1)
3005-206366	231.00 Printed	01		LOVING GUIDANCE INC CONSCIOUS DISCIPLINE (100664/1)
3005-206367	6,000.00 Printed	01		Intl Academy of Science (100784/1)
3005-206368	81.46 Printed	01		J C NELSON SUPPLY CO (100275/1)
3005-206369	39.15 Printed	01		LAKESHORE LEARNING MATERIALS (100303/1)
3005-206370	2,140.82 Printed	01		LAKEVIEW PETROLEUM CO. (100304/2)
3005-206371	2,492.10 Printed	01		Lifeguard Store Inc (100311/2)
3005-206372	1,309.04 Printed	01		RECOLOGY BUTTE COLUSA (100384/1)
3005-206373	1,820.82 Printed	01		U S BANK OFFICE EQUIP FINANCE SERVICES (100458/1)

14,467.29

12 Totals for Register 000335

2022 FUND-OBJ Expense Summary / Register 000335	
01-4300	6,141.29
01-9110*	14,467.29-
01-9510*	8,326.00
Totals for Register 000335	14,467.29-

2021 FUND-OBJ Summary / Register 000335	
01-4300	2,956.32
01-4303	2,140.82
01-5504	1,309.04
01-5606	1,820.82
01-5800	18.00
01-5807	81.00
01-9529*	8,326.00-
Total for Fiscal Year 2021 and Fund 01	8,326.00
01-4300	6,141.29
01-9110*	14,467.29-
01-9510*	8,326.00
Total for Fiscal Year 2022 and Fund 01	14,467.29-

2022 FUND-OBJ Summary / Register 000335 (continued)

Totals for Register 000335	22,793.29	22,793.29-
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* denotes System Generated entry

Net Change to Cash 9110

14,467.29- Credit

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-206948	114.00 Printed	01		BUTTE COUNTY SHERRIF S OFFICE RECORDS DIVISION (100125/1)
3005-206949	4,276.80 Printed	01		CatapuitK12 (100728/1)
3005-206950	72.00 Printed	01		CHICO RENT-A-FENCE (100158/1)
3005-206951	10,660.85 Printed	01		CITY OF BIGGS (100164/1)
3005-206952	59.18 Printed	01		CLARK & SONS (100165/1)
3005-206953	8,538.00 Printed	01		CSBA A/R (100177/1)
3005-206954	1,177.00 Printed	01		DOCUMENT TRACKING SERVICES (100196/1)
3005-206955	8,800.00 Printed	01		AERIES Software (100200/2)
3005-206956	3,528.93 Printed	01		FRONTLINE TECHNOLOGIES GROUP (100231/1)
3005-206957	155.80 Printed	01		GOLD COUNTRY BANK CARD SERVICE CENTER (100235/1)
3005-206958	309,676.26 Printed	35		HANKINS ELECTRICAL CONTRACTING (100247/1)
3005-206959	283.18 Printed	01		HARSHBARGER ACE HARDWARE (100250/1)
3005-206960	325.18 Printed	01		Jane Little (100731/1)
3005-206961	78.53 Printed	01		MACS MARKET (100318/1)
3005-206962	98.00 Printed	01		MINASIAN MEITH ET AL (100335/1)
3005-206963	612.24 Printed	01		SSMB Pacific Holding Company (100765/1)
3005-206964	3,015.71 Printed	01		OFFICE DEPOT (100358/1)
3005-206965	2,104.69 Printed	01		PG&E (100369/1)
3005-206966	87.00 Printed	01		RIGHT WAY PEST CONTROL (100393/1)
3005-206967	800.00 Printed	01		SAN JOAQUIN COUNTY OF EDUCATN (100403/1)
3005-206968	230.00 Printed	01		School Services Of California (100412/3)
3005-206969	496.11 Printed	01		TPX COMMUNICATIONS (100764/1)
3005-206970	146.11 Printed	01		VERIZON WIRELESS (100467/1)
3005-206971	267.70 Printed	01		WILCO SUPPLY CO. (100475/1)

355,603.27

Number of Items

24 Totals for Register 000336

2022 FUND-OBJ Expense Summary / Register 000336

01-4300	6,401.58
01-5200	230.00
01-5300	8,538.00
01-5502	10,660.85
01-5503	2,104.69
01-5800	14,305.93

2022 FUND-OBJ Expense Summary / Register 000336 (continued)

01-5802	98.00	
01-5807	114.00	
01-5808	87.00	
01-5900	642.22	
01-9110*		45,927.01-
01-9510	2,744.74	
Totals for Fund 01	45,927.01	45,927.01-
35-5800	309,676.26	
35-9110*		309,676.26-
Totals for Fund 35	309,676.26	309,676.26-
Totals for Register 000336	355,603.27	355,603.27-

* denotes System Generated entry

Net Change to Cash 9110

355,603.27- Credit

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-207724	117.96 Printed	01		Loffin, Tammie (000260 - Emp)
3005-207725	51.50 Printed	01		Little, Jane A (001122 - Emp)
3005-207726	130.04 Printed	01		Strattard, John (001201 - Emp)
3005-207727	153.01 Printed	01		Mudd, Lorelle L (001392 - Emp)
3005-207728	1,100.00 Printed	01		ACCREDITING COMMISSION 4 SCHL WASC (100061/1)
3005-207729	1,106.95 Printed	01		ALPHA ENTERPRISE CORP (100073/1)
3005-207730	431.95 Printed	01		AMSTERDAM PRINTING & LITHO (100674/1)
3005-207731	3,076.22 Printed	01		ANDES POOL SUPPLY (100077/1)
3005-207732	1,386.84 Printed	01		AT&T (100086/1)
3005-207733	54.78 Printed	01		BUTTE AUTO PARTS (100115/1)
3005-207734	2,358.00 Printed	13		BUTTE COUNTY PUBLIC HEALTH DIV OF ENVIRONMENTAL HEALTH (100123/1)
3005-207735	61.00 Printed	01		CA Department of Tax & Fee Ad (100762/1)
3005-207736	3.38 Printed	01		CENTURYLINK COMMUNICATIONS (100153/1)
3005-207737	445.81 Printed	01		CLARK & SONS (100165/1)
3005-207738	3,049.57 Printed	35		DIV. OF THE STATE ARCHITECT DGS DSA (100688/1)
3005-207739	66.00 Printed	01		FGL ENVIRONMENTAL (100221/1)
3005-207740	938.00 Printed	01		HAYDEN FIRE PROTECTION (100253/1)
3005-207741	2,455.83 Printed	01		Hillyard/sacramento (100255/2)
3005-207742	288.23 Printed	01		JACKSONS GLASS CO (100277/1)
3005-207743	7,121.53 Printed	01		JEG CONSULTING GROUP (100281/1)
3005-207744	155.88 Printed	01		JIMMYS CUSTOM TROPHIES (100282/1)
3005-207745	1,979.51 Printed	01		LAKEVIEW PETROLEUM CO. (100304/2)
3005-207746	24.66 Printed	01		MACS MARKET (100318/1)
3005-207747	921.37 Printed	01		NORMAC (100353/2)
3005-207748	211.45 Printed	01		OFFICE DEPOT (100358/1)
3005-207749	173.19 Printed	01		Pitney Bowes Inc (100371/2)
3005-207750	483.38 Printed	01		ROBERT D SEBRING JR PREMIER GRAD PRODUCTS (100416/1)
3005-207751	1,900.00 Printed	01		PROJECT LEAD THE WAY,INC (100545/1)
3005-207752	1,309.04 Printed	01		RECOLOGY BUTTE COLUSA (100384/1)
3005-207753	9,730.00 Printed	01		STEPHEN ROATCH ACCOUNTANCY (100438/1)
3005-207754	494.44 Printed	01		TPX COMMUNICATIONS (100764/1)
3005-207755	157.70 Printed	01		VERIZON WIRELESS (100467/1)

Number	Amount Status	Number of Items	Fund	Cancel Register Id	Payee
41,937.22		32	Totals for Register 000337		
2022 FUND-OBJ Expense Summary / Register 000337					
			01-4100		1,900.00
			01-4300		6,917.60
			01-4303		1,979.51
			01-5200		204.51
			01-5504		1,309.04
			01-5600		288.23
			01-5800		4,398.10
			01-5804		9,730.00
			01-5805		7,121.53
			01-5900		2,215.55
			01-9110*		36,529.65-
			01-9510		465.58
			Totals for Fund 01		36,529.65-
			13-5800		2,358.00
			13-9110*		2,358.00-
			Totals for Fund 13		2,358.00-
			35-6200		3,049.57
			35-9110*		3,049.57-
			Totals for Fund 35		3,049.57-
			Totals for Register 000337		41,937.22

* denotes System Generated entry

Net Change to Cash 9110

41,937.22- Credit

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-208014	4,863.82 Printed	01		GOLD COUNTRY BANK CARD SERVICE CENTER (100235/1)

4,863.82 Number of Items 1 Totals for Register 000338

2022 FUND-OBJ Expense Summary / Register 000338	
01-4200	432.00
01-4300	2,431.82
01-4400	2,000.00
01-9110*	4,863.82-
Totals for Register 000338	4,863.82

* denotes System Generated entry

Net Change to Cash 9110

4,863.82- Credit

Number	Amount Status	Fund	Cancel Register Id	Payee
3005-208015	114.19 Printed	01		BI-COUNTY IRRIGATION (100498/1)
3005-208016	30.01 Printed	01		BUTTE AUTO PARTS (100115/1)
3005-208017	150.00 Printed	01		BUTTE CO.OFFICE OF ED. (100118/1)
3005-208018	398.50 Printed	01		BUTTES CENTER STATE P&S (100127/1)
3005-208019	487.88 Printed	01		CDW GOVERNMENT INC (100151/1)
3005-208020	3.70 Printed	01		CENTURYLINK COMMUNICATIONS (100153/1)
3005-208021	8,562.82 Printed	01		CITY OF BIGGS (100164/1)
3005-208022	1,503.00 Printed	01		GUIDED READERS.COM (100742/1)
3005-208023	511.25 Printed	01		HARSHBARGER ACE HARDWARE (100250/1)
3005-208024	611.22 Printed	01		MACS MARKET (100318/1)
3005-208025	100.00 Printed	01		MAX S DIESEL SERVICE (100324/1)
3005-208026	68.34 Printed	01		MICHCO MICHIGAN COMPANY (100332/1)
3005-208027	1,249.00 Printed	01		Mystery Science Inc (100675/1)
3005-208028	204.25 Printed	01		OFFICE DEPOT (100358/1)
3005-208029	259.00 Printed	01		STERLING DEARMOND (100741/1)
3005-208030	2,894.14 Printed	01		U S BANK OFFICE EQUIP FINANCE SERVICES (100458/1)
3005-208031	447.40 Printed	01		ZOO PHONICS (100757/1)

17,594.70

Number of Items

17 Totals for Register 000339

2022 FUND-OBJ Expense Summary / Register 000339

01-3701	259.00
01-4100	1,249.00
01-4200	447.40
01-4300	2,425.64
01-4400	1,503.00
01-5200	150.00
01-5502	8,562.82
01-5606	2,894.14
01-5800	100.00
01-5900	3.70
01-9110*	17,594.70-
Totals for Register 000339	17,594.70
	17,594.70-

2022 FUND-OBJ Expense Summary / Register 000339 (continued)

* denotes System Generated entry

Net Change to Cash 9110

17,594.70- Credit

2022 FUND-OBJ Expense Summary / Register 000339 (continued)

482,897.01	Number of Items	115	Totals for Org 006 - Biggs Unified School District
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E-rate Management Services Agreement

THIS AGREEMENT is made and entered into this 7th day of July, 2021, in the County of Butte, State of California, by **Intrinsic Admin Corp, dba E-rate Advisors**, hereinafter called "the Company", and **Biggs Unified School District**, hereinafter called the Local Education Agency ("LEA").

WITNESSETH:

NOW, THEREFORE, the Parties agree as follows:

Article 1: Contract with the Company: The LEA hereby contracts with the Company to perform the necessary E-rate application services as hereinafter set forth.

Article 2. The Company's Services:

The Company hereby agrees to perform the following E-rate application services set forth to the satisfaction of the LEA, and described in Attachment A, which includes assuming responsibility for open issues from prior years.

Article 3. The Company's Fee:

Article 3.1: Category 1 services, Fund Year 2022/23. The LEA agrees to pay the Company a total of **\$2,500.00**, which will be billed by the Company to the LEA on a quarterly basis, beginning August 2021. Payment shall be made within thirty (30) days of the date of the invoice.

Article 3.2: Category 2 services, Fund Year 2022/23. LEA agrees to pay the Company a total fee of **6% of the requested Category 2 funds, not to exceed \$2,000.00**. LEA shall pay the Company according to the following terms and conditions:

Article 3.2.1: Payment shall be made within thirty (30) days of the date of the invoice. Payment for the Services shall be made based upon specific milestones. The schedule of deliverable Services to be produced is as follows:

3.2.2 Invoice 1 40% at completion of FCC Form 471, based on funds requested.

3.2.3 Invoice 2 Balance due June 30th after the date the form 471 is submitted, unless the LEA chooses to cancel the funds. See 3.2.4

3.2.4 Exceptions Should the LEA elect to cancel all, or a portion of, Category 2 requests prior to the issuance of Invoice 2, Invoice 2 will be reduced accordingly.

Fees for fully cancelled requests will be reduced to 15% of the remaining un-invoiced fees associated with the cancelled request, as described in Article 3.2, to reflect payment for work performed. The LEA must notify the Company, in writing, on or before the June 30th following the date the Form 471 was submitted if the LEA wishes to cancel the funding request.

Fees for any remaining Category 2 requests will be due net of previously invoiced portions as described in Article 3.2.3.

Multi-year option: Services for Fund Years 2023/24 and 2024/25 will be billed each year according to the terms in Article 3.
(Initial here to accept the multi-year option DK)

Article 4. Time of performance and Term of Agreement: The services called for under this agreement shall be provided by the Company upon the signing of the contract, and ending upon completion of all work associated with the E-rate Fund Years cited in Article 3.

Article 5. Employee Benefits, Hold Harmless: The Company is an independent contractor to the LEA, therefore employee Benefits are not an element of this agreement. The Company agrees to indemnify and to hold free and harmless the LEA, its officers, agents, and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise or be asserted against the LEA, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 6. Confidentiality and Use of Information: The Company shall hold in trust for the LEA, and shall not disclose to any person, any confidential information. The LEA shall keep confidential information that is related to the Company's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation. The Company shall advise LEA of any and all material used, or recommended for use by the Company to achieve the project goals, that are subject to any copyright restrictions or requirements.

Article 7. Administrator of Agreement: This Agreement shall be administered on behalf of the LEA. Any notice to be sent to a party hereunder shall be addressed to:

<u>For LEA</u>	Attn: Doug Kaelin Superintendent 300 B Street Biggs CA 95917	<u>For the Company</u>	Attn: Lara Allen President 2093 Victor Ave, Sp 21 Redding CA 96002
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Article 8. Ownership of Work-Product: All products of work performed pursuant to this Agreement will be the sole property of the LEA, except the Company's proprietary information and products.

Article 9. Information provided by LEA to the Company: The LEA is solely responsible for the information provided to the Company, and in turn, to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). Any suits or legal action by the SLD or other parties as a result of information provided by the LEA is the responsibility of the LEA. An example of this, but not limited to, may be fraudulent information related to a procurement. The Company will endeavor to ascertain appropriate information, but will not be held liable if information is inaccurate or falsified by LEA.

Article 10. Termination of Agreement: The LEA or the Company may terminate this Agreement at any time and for any reason by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the LEA as provided in this section, the Company shall be entitled to receive compensation for any satisfactory work, as determined by the LEA, completed up to the receipt by the Company of notice of termination and the effective date of termination pursuant to specific request by the LEA for the performance of such work.

Article 11. Independent Contractor: The Company, in the performance of this Agreement, shall be and act as an independent contractor. The Company understands and agrees that it and all of its employees shall not be considered officers, employees, co-agents, partner, or joint venture of the LEA, and are not entitled to benefits of any kind or nature normally provided employees of the LEA and/or to which LEA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Company shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Company's employees. In the performance of the work herein contemplated, the Company is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, the LEA being interested only in the results obtained.

Article 12. Arbitration Fees and Hold Harmless: Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees. Both parties agree to hold the other party, its officers, agents or employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of the other party, its officers, agents or employees under this agreement. In the event the Company is found in breach of this agreement and/or negligent, the parties agree that the Company's financial

and other liability will be limited to the compensation given to it by the LEA for the agreement year in question. The Company will not be liable for any other compensation to the LEA.

Article 13. Alterations or Variance: No alterations to this Agreement or variance from the provisions herein shall be valid unless made in writing and executed by both of the parties hereto.

Article 14. A.B. 1610: If the Company personnel are in contact with students on a more than limited or occasional basis as determined by the LEA, the Company agrees to provide the LEA with: written certification under penalty of perjury that all of its employees who may come in contact with students have been fingerprinted and had their criminal histories checked and that none of these employees have been convicted of a serious or violent felony. This contract may, at the LEA's discretion, be immediately terminated in the event the Company fails to comply with this law.

Article 15. Performance of Services

15.1. Standard of Care: The Company represents that it has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the LEA. The Company's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to school agencies. The Company shall carefully study and compare all documents, findings, and other instructions and shall report to the LEA, in writing, any error, inconsistency, or omission that the Company or its employees may discover. The Company shall have responsibility for discovery of errors, inconsistencies, or omissions.

15.2 Meetings: The Company and the LEA agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of the Company's performance of Services. Meetings will be conducted via telephone or web conferencing. Face to face meetings are available upon request for an additional fee.

Article 16. Audit: The Company shall establish and maintain records, and systems of accounting, in accordance with E-rate rules and regulations, regarding all E-Rate forms transacted under this Agreement. The Company shall provide these records and systems of accounting during the Term of this Agreement to the LEA at the completion of each E-rate Fund Year. The records should be sufficient, based on current program rules, to pass any audit performed by the Schools and Libraries Program. LEA shall retain the documentation for a minimum of ten (10) years after the end of the Fund Year. The Company shall support LEA with up to fifteen (15) hours of services in the event of a Beneficiary and Contributor Audit Program (BCAP) audit conducted by the Federal Communications Commission (FCC), or its agents. Services provided by the Company in excess of fifteen (15) hours will be billed at the rate of \$75.00 per hour, accrued in fifteen (15) minute increments. On-site presence during such audits is available upon request and at an additional fee. *The Modernization*

Orders implemented in 2015 marked a change in the audit procedures which made on-site audits a rare event.

Article 17. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

Article 18. California Law: This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the LEA's administrative offices are located.

Article 19. Waiver: The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 20. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Article 21. Provisions Required By Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

Article 22. Authority to Bind Parties: Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

Article 23. Captions and Interpretations: Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

Article 24. Calculation of Time: For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

Article 25. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

Article 26. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Article 27. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

Biggs Unified School District, BEN: 144630

LEA Representative: Doug Kaelin
Representative Signature: Doug Kaelin
Signature Date: July 7, 2021

E-rate Advisors, CRN: 16079893

Company Representative: Lara Allen
Representative Signature: Lara Allen
Signature Date: July 7, 2021

Attachment "A": E-rate Application Scope of Work

The following describes the deliverables and the responsibilities of the Company. The LEA may give permission to the Company to certify E-rate forms on behalf of the LEA.

1. **E-rate cycle advanced planning**
 - a. Conduct an assessment and planning meeting with LEA to establish annual timelines and procurement needs as it relates to E-rate eligible goods and services.
 - b. Advise LEA of any adjustments needed to LEA processes in order to maintain E-rate program compliance.
2. **Schools and Libraries Division**
 - a. Act as the main point of contact and liaison with the Schools and Libraries Division (SLD).
3. **Discount Calculation**
 - a. Collect information necessary to establish the discount percent for the LEA and update the E-rate Productivity Center (EPC) applicant profile(s).
4. **Procurement**
 - a. In collaboration with LEA, Establish procurement type, procurement timeline and Evaluation Matrix criteria and points
 - b. Assist with the development of the Request for Proposal (RFP) when needed.
 - c. Provide sample language of Legal Notice for publishing in the newspaper, when needed.
 - d. The Company will prepare and certify, if authority to certify is granted by the LEA, the **FCC Form 470**.
 - i. The Company will ensure all deadlines associated with the FCC Form 470 are met in a timely manner.
 - e. Question and Answer from proposers: LEA may choose to respond to questions from proposers, or LEA may direct the Company to do so.
 - f. Receipt of proposals: The Company will, at minimum, be copied via email on all proposals received. The LEA may opt for the Company to manage receipt of all proposals, which will then be provided in an organized manner to the LEA for review.
 - g. Evaluation matrix: The Company will provide the Evaluation Matrix to the LEA for review, approval and signature.
 - h. Contract signature: The Company will ensure that a contract, proposal, or Letter of Intent is signed by the LEA prior to proceeding with the FCC Form 471.
5. **Request for funds**
 - a. The Company will prepare and certify, if authorized to certify by the LEA, the **FCC Form 471**, based on awarded services.
 - b. The Company will ensure all deadlines associated with the FCC Form 471 are met in a timely manner.
6. **Program Integrity Assurance (PIA)**
 - a. The Company will prepare and respond to all PIA questions in an expeditious manner.

7. Funding Commitment Decision Letter (FCDL)

- a. The Company will review the FCDL for accuracy.
 - i. An appeal will be submitted immediately if errors are discovered.

8. FCC Form 486 and Post-Commitment activities.

- a. The Company will communicate with the LEA to ensure the funding will be utilized in the given funding year.
- b. The Company will prepare and submit, if authorized by the LEA, the FCC Form 486.
- c. Promptly file all "post-commitment" forms necessary to remain compliant and ensure receipt of funding to LEA. This includes, but is not limited to, the FCC Form 472, Form 500, Service Substitutions, SPIN splits, Service Provider "grids" or "data collection" forms.

9. Other services

- a. Full service in the event of **Selective Review** or **Payment Quality Assurance Review**.
- b. **Audit support:** 15 hours of off-site (virtual) support
 - i. On-site audit support is available according to the following fee schedule:
 - 1. All travel expenses (i.e. airfare, lodging, rental car, meals)
 - 2. \$75 per hour for a minimum of 4 hours per day for a minimum of 3 days, not including travel days.

10. Audit Documentation

- a. All services rendered by the Company will have full guarantee of documentation needed to successfully pass an audit. There is no time limit on how long the Company will maintain such documents.
- b. Documents that are not available to the Company, such as proof of payment to service providers, will be the responsibility of the LEA.
 - i. LEA will be provided a list of documents that LEA will be responsible for.

11. Inventory of Category 2 equipment

- a. The Company will track equipment purchased with Category 2 funds, beginning with the first year of the contract between LEA and Company.

12. Education

- a. The Company will explain and educate the LEA on E-rate rules and regulations when requested.

13. Services for open items from prior years

- a. The Company will ensure that all funding for the 2020/21 year is managed properly, so that the LEA benefits from the approved funding.
 - i. Service provider forms
 - ii. Invoicing
 - iii. Reconciliation
 - iv. Appeals, if necessary
 - v. Review of all funding and procurement procedures to ensure compliance with E-rate rules and regulations.

The following describes the responsibilities of the LEA.

14. **E-rate cycle advanced planning**
 - a. Communicate with the Company about the technology needs of the LEA
 - b. Ensure local procurement policy aligns with E-rate procurement requirements. The Company will assist with this.
 - c. Determine if the LEA will allow the Company to certify forms on behalf of the LEA.
15. **Schools and Libraries Division**
 - a. Assign full rights within the E-rate Productivity Center (EPC) to individual employees of the Company.
 - b. Allow the Company to communicate with the Schools and Libraries Division (SLD) on the LEA's behalf.
16. **Discount Calculation**
 - a. Provide requested documentation to the Company.
17. **Procurement**
 - a. Work with the Company to establish procurement timelines such as the opening and closing dates of the procurement.
 - b. Provide technical specifications for RFPs when needed.
 - c. Publish the Legal Notice in the newspaper, when needed.
 - d. Determine if the LEA will handle Q and A from proposers or if this will be delegated to the Company.
 - e. Ensure the Evaluation Matrix is filled out and signed prior to signing contracts.
 - f. Ensure contracts are signed in accordance with local policy.
18. **FCC Form 471**
 - a. Respond to requests from the Company regarding contracts, or other documentation necessary to support the Form 471.
19. **Program Integrity Assurance (PIA)**
 - a. Respond to any request for information from the Company within five (5) days of receipt of the request.
20. **Audit Documentation**
 - a. Maintain relevant E-rate documents for a minimum of 10 years beyond the last date of service. This documentation is separate from the documentation maintained by the Company. A full list of required documents will be provided by the Company.
21. **CIPA compliance: Provide evidence of**
 - a. Board agenda showing CIPA discussion
 - b. Board minutes showing CIPA discussion
 - c. Internet filtering mechanism
 - d. Internet Safety Policy
 - e. Cyberbullying education plan
22. **Inventory**
 - a. Maintain inventory information according to E-rate requirements. These requirements will be provided to the LEA by the Company.

Letter of Agency

This agreement is entered into on this 7th day of July 2021, by and between **Intrinsic Admin Corp, dba E-rate Advisors**, a California Corporation and **Biggs Unified School District**, a Local Education Agency (LEA) under the laws of the State of California. E-rate Advisors' authority to communicate shall remain in effect during the term of the E-rate Management Services Agreement.

This Letter of Agency (LOA) grants E-rate Advisors the authority to investigate and communicate with E-rate service providers, the Schools and Libraries Division of the Universal Service Administrative Company and any other agency relevant to E-rate and CTF discounts on behalf of the LEA.

The LOA shall remain effective for the E-rate Fund Years prior to and including 2019, not to exceed December 31, 2027.

E-rate Advisors representatives include:
Lara Allen Rachel White Ed White

Biggs Unified School District, BEN: 144630

LEA Representative:

Representative Signature:

Signature Date:

Doug Kaelin
Doug Kaelin
July 7, 2021

E-rate Advisors, CRN: 16079893

Company Representative:

Representative Signature:

Signature Date:

Lara Allen
Lara Allen
July 7, 2021